# Additional Terms and Conditions for the ThinPrint & ezeep Sales Partner and Affiliate Program ("TESP")

The following additional terms and conditions apply for the TESP. These do not affect the provisions of the General Terms and Conditions.

#### I. Parties

- (1) Companies, which are authorized partners (hereinafter referred to as "Partner"), can benefit from mediating or selling ThinPrint & ezeep solutions.
- (2) If applicable, any and all agreements previously concluded between ThinPrint and the participating authorized partner ("Partner") (each a "Party", jointly the "Parties") concerning the same subject matter are rendered void and shall be replaced by these Partner Terms & Conditions PTC.

#### II. Establishment of a Partnership

- (1) Participation in the TESP is free of charge.
- (2) By submitting the correctly and honestly filled out online form, the Partner applies to be admitted to the TESP by ThinPrint. By sending the online form, the Partner declares his/her consent with these PTC, which he confirms by checking the appropriate box.
- (3) Upon review of the submitted application by ThinPrint and unless there is a justified reason, the interested party is admitted to the TESP. As confirmation of this, the newly onboarded Partner receives an e-mail.

Upon receipt of the confirmation, the Partner may profit from the advantages of the TESP.

- **III. Onboarding ezeep Customers** 
  - (1) For the onboarding of new ezeep customers, the Partner will receive a Discount Coupon Code at the beginning of the confirmed partnership, which will enable the Partner to create ezeep Blue Subscriptions at a discount for its customers and to issue invoices. The Discount Coupon Code provided is a unique coupon code intended only for the Partner and may not be shared with any third party. ThinPrint reserves the right to replace the provided Partner Discount Coupon Code at any time and without giving any reason.

#### **IV.** Registering ThinPrint Projects

- (1) For successfully referring ThinPrint Projects, the Partner receives a quarterly commission based on the net-revenue generated by the customers acquired. This requires prior and confirmed project registration.
- (2) The Partner must provide all necessary information to register a project via one of the communication channels specified by ThinPrint. ThinPrint then checks the

registration and confirms compliance with the following aspects:

- a) Project is not already registered
- b) Customer is a legal business entity
- c) Customer is independent from Partner
- d) Customer is not currently in a contractual relationship with ThinPrint and has not been in a contractual relationship with ThinPrint during the last 6 months
- (3) Any confirmed project registration is valid for 3 months. After that time, the Partner can register the same project again if needed.

#### V. Product Sourcing

- (1) All cloud-based products and services shall be purchased directly from the Partner via the online platforms provided for this purpose.
- (2) In countries, in which there are official ThinPrint distribution partners, Partner shall order non-cloud-based products that are officially offered by distribution through an official ThinPrint distributor of his choice. ThinPrint shall upon request provide the Partner with the contact data of ThinPrint distributors in his area. Purchase orders directed to official ThinPrint distributors are exclusively governed by the PTCPTC of the distributor and subject to the respective ThinPrint distributor's price list.
- (3) If Partner is based in a country where there is no official ThinPrint distributor, the Partner shall order non-cloud-based products directly from ThinPrint. ThinPrint shall inform the Partner, if applicable, about the purchase process and conditions in the confirmation email at the beginning of the partnership.

## VI. Payout of Commissions for Successfully Completed ThinPrint Projects

(1) Payment of earned commissions for successfully registered and completed ThinPrint customer projects is made once per calendar quarter. ThinPrint will inform the Partner about the amount of earned commissions no later than 10 days after the end of a calendar quarter. The Partner shall subsequently send ThinPrint an invoice for this amount. This shall be due for payment with a notice period of 14 days.

#### VII. Duration

- (1) The initial duration of the partnership is 24 months. At the end of this term, the partnership is considered terminated and entitlement to discount coupon codes (ezeep Blue) or commissions (ThinPrint customer projects) is not existent.
- (2) The duration of the partnership is automatically restarted for a total of 24 months with each newly acquired ezeep or ThinPrint customer.

#### VIII. Termination

- (1) Partner may terminate the partnership for convenience at any time.
- (2) ThinPrint is entitled to terminate the partnership for cause. "Cause" shall include:
  - (a) if the Partner acted against ThinPrint's interests,
  - (b) if the Partner cooperates with a competitor of ThinPrint and therefore the mutual trust necessary for the further provision of partnership has been undermined.

- (3) In the event of termination, the Partner is no longer entitled to commissions for any registered customer and prior services exchanged between the Parties within the context of the partnership shall not be reimbursed. Likewise, neither Party shall compensate the respective other Party for costs or other damages arising from termination.
- (4) Project registrations that have not been reviewed by ThinPrint until the termination will be deleted and do not lead to any kind of compensation claim.

### **IX. Intellectual Property Rights**

- (1) For the duration of the partnership, the Partner is entitled to us the logos provided by ThinPrint under the TESP for his/her business activities under the TESP. Any other use of ThinPrint's intellectual property rights require previous written consent by ThinPrint.
- (2) No other rights than those granted in subsection (1) above, titles, or claims, shall be granted to the Partner by these PTC or Partner's business activities under the TESP. In particular, the Partner may not include ThinPrint's trademarks, logos, or any other intellectual property rights of ThinPrint, in his own trade and/or business names.
- (3) The Parties agree that the intellectual property rights may only be used for the benefit of the owning Party. In particular, trade and/or business names may not be attached to other software or products, labels, packaging, documentation or other material of the respective other Party.
- (4) ThinPrint reserves the right to modify, cancel or substitute its trademarks and logos. ThinPrint shall inform the Partner hereof by email. The Partner declares his/her consent to adapt his/her use of the modified or substituted trademarks and logos accordingly.
- (5) Upon termination of the partnership any and all rights granted in the above subsections are automatically withdrawn.

ThinPrint GmbH, January 2023